

# Terms & Policies Shipping Policy

One of the many advantages of choosing Hurst Hardwoods for your hardwood and laminate flooring needs, is our high quality, high speed, low cost shipping services. From the very beginning, we realized how important shipping services are for internet sales. We strive to provide fast, quality shipping services that are both hassle free and damage free. In our shipping policy below, we address the issues that are of concern to our many customers.

### **Where We Deliver**

We deliver to ALL 50 UNITED STATES including Hawaii and Alaska, as well as Canada. Offshore shipping is also available for large orders.

#### **Delivery Time**

Orders will be processed & shipped according to lead times as identified in each product's listing. Please note, DO NOT SCHEDULE YOUR INSTALLERS UNTIL THE FLOORING HAS BEEN DELIVERED AND IS IN YOUR POSSESSION. HURST HARDWOODS IS NOT RESPONSIBLE FOR ADDITIONAL CHARGES ASSUMED BY THE CUSTOMER FROM THE CONTRACTOR FOR A DELAY IN A CONTRACTED STARTING TIME.

#### **Damaged Flooring**

We do everything within our power to see to it that your flooring arrives to your home in factory new condition, free of any amount of shipping damage. However, our 98% success rate does mean that 2% of our customers will receive flooring that was damaged to some degree during shipping. Usually, shipping damage happens when flooring is transferred from one truck to another by forklift at the freight companies' different terminals across the country. Often when cartons are damaged there is no damage to the flooring. Some damage to tongues and ends of boards for unfinished flooring is not a basis for refusal to receive the order. For unfinished flooring there is a possible 3% waste factor due to this being a product of nature. The following rules will apply when and if shipping damage does occur:

Damage to some of the product or visual defects does not constitute a basis for rejection of the order. A shipping cost has been incurred to ship the floor there which will double if the product is rejected. Rather, make note of the problem on the delivery receipt and we will replace the problem flooring efficiently. Call your representative if you need to feel more secure about the situation. If the order is sent back without agreement from Hurst Hardwoods you agree to pay shipping both ways and a possible restocking fee. The whole is not to be rejected for the part. Hurst does back up what we sell.

Hurst Hardwoods warrants the materials for installation of the floor Hurst Hardwoods sold and/or installed only. In the event of a material breach of the foregoing express warranty, purchaser's sole remedy is limited to a reasonable cost of the flooring's removal, the original purchase price of the floor, and reasonable cost purchaser incurred to have the floor installed. At its sole discretion, in lieu of reimbursing the cost of the floor and its installation and removal, Hurst Hardwoods may elect to replace the original floor purchased at its own expense. Purchaser waives all implied warranties, including, but not limited to the implied warranties of habitability, merchantability or fitness for a particular purpose. Purchaser waives any and all claims for loss of use, lost income, moving, storage, alternative housing or other consequential damages. Hurst Hardwoods flooring is not warranted for radiant heat subfloors.

#### **Offloading at Delivery**

For over 90% of our customers there is no extra charge for liftgate. Liftgate service is a huge advantage to you and can save customers with larger orders the cost of hiring help to offload or the hassle of offloading alone. Remember, although liftgate service is provided, all deliveries are curbside and the driver is not responsible for bringing the flooring inside your home unless such services have been arranged in advance with Hurst Hardwoods.

Upon arrival, your flooring order should be inspected in two ways. 1) Be sure that the proper number of cartons were delivered as ordered. 2) Be sure to match the model/item number with the model/item number on your invoice from Hurst Hardwoods. If you feel that there is a shortage of flooring, please note on the delivery receipt the number of cartons that are missing and contact Hurst Hardwoods immediately.

## Claims

The exclusive venue of any and all claims, demands and/or causes of action arising out of or relating to the manufacture, distribution, sale, installation, repair or modification of our products ("Claims") shall be the state or federal court sitting in Pinellas County, Florida. The purchaser consents to the jurisdiction of the Florida courts for Claims. In any civil actions concerning the Claims, purchaser agrees to pay the attorney's fees and costs Hurst incurs in connection with such civil action in the event the litigant loses. Purchaser willingly and voluntarily waives a jury trial on claims.